



## NGWATHE LOCAL MUNICIPALITY

**TENDER NO. NLM: FIN 03 (02/2026)**

**APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS**

<b>CLOSING DATE:</b>	31 March 2026	<b>TIME</b>	12h00
<b>NAME OF TENDERER</b>			
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	MAAA		
<b>TAX COMPLIANCE STATUS PIN</b>			
<b>TOTAL AMOUNT (MBD3.1)</b>			
<b>CONTACT PERSON</b>			
<b>TELEPHONE NUMBER</b>			
<b>FAX NUMBER</b>			

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
<b>DIRECTORATE : FINANCE</b>		<b>DIRECTORATE: FINANCE</b>	
<b>Richard Malamule</b>		<b>Serame Phetoane</b>	
<b>Supply Chain Management</b>		<b>CHIEF FINANCIAL OFFICER</b>	
<b>TEL. NUMBER</b>	<b>056 816 2700</b>	<b>TEL. NUMBER</b>	<b>056 816 2700</b>
<b>TENDER ISSUED BY</b>			
Mr R Malumule		SUPPLY CHAIN MANAGEMENT	
<b>MANAGER: SUPPLY CHAIN</b>		<b>TEL. NUMBER</b>	<b>056 816 2700</b>
NGWATHE LOCAL MUNICIPALITY		P.O. BOX 359, LIEBENBERGSTREK, 9585	

**PART T1 TENDERING PROCEDURES**

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

## TENDER DETAILS

TENDER NUMBER	<b>TENDER NO. NLM : FIN 03 (02/2026)</b>					
TENDER TITLE	<b>APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS.</b>					
CLOSING DATE	<b>31 March 2026</b>		CLOSING TIME		<b>12h00</b>	
SITE MEETING	DATE	<b>09 March 2026</b>	TIME	<b>12:00</b>	COMPULSORY	<b>Yes</b>
SITE MEETING ADDRESS	<b>Ngwathe Local Municipality Municipal Side Hall Parys</b>					
CIDB GRADING REQUIRED	<b>NO</b>		LEVEL AND CATEGORY		<b>NOT APPLICABLE</b>	
TENDER DOCUMENT FEE	<b>R1 500.00</b>		PREFERENCE POINT SYSTEM		<b>80/20</b>	
BID BOX SITUATED AT	<b>NGWATHE LOCAL MUNICIPALITY MAIN BUILDING: LEFT-SIDE OF THE MAIN ENTRANCE</b>					
OPERATING HOURS	The bid box is open during office hours, Monday to Fridays from 07h30 to 17h00 and Fridays from 07h30 to 17h00.					
OFFER TO BE VALID FOR	<b>90</b>	DAYS FROM THE CLOSING DATE OF TENDER.				

**PLEASE NOTE:**

1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)
2. **Tenders that are deposited in the incorrect box will not be considered.**
3. This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Preferential Procurement Policy Framework effective from 02 May 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
  - i. Who is in the service of the state,
  - ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
  - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

# T1.1 TENDER NOTICE & INVITATION



## NGWATHE LOCAL MUNICIPALITY TENDER NO: NLM: FIN 03 (02/2026)

### APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS.

**CLOSING DATE: 31 March 2026 @12h00**

Tenders are invited for the provision of professional services, **APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS** as defined by the Scope of Services contained in the bid document. Tender documents will be available as from **03 March 2026** from SCM offices, as a PDF the NGWATHE Municipality webpage ([www.ngwathe.co.za](http://www.ngwathe.co.za)), which must be downloaded, printed in colour and completed, however, a non-refundable tender document fee must still be paid. Completed documents must be submitted with a payment of a non-refundable tender amount of **R1 500.00** Only bank transfersto municipal bank account, or cash will be accepted at municipal cashiers.

#### **Compulsory briefing session: Yes**

Bids will be pre-qualified in accordance with functionality criteria as outlined in the tender. Only the bids that meet the minimum number of **80 points** out of the total number of points for functionality will proceed to the price and preference goals evaluation stage.

The closing time for receipt of tenders is **at 12h00 on 31 March 2026**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Duly completed tender enclosed in a sealed envelope marked "**APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS**" with the name of the Tenderer, shall be deposited in the tender box provided at the Ngwathe Local Municipality on the P.O.BOX 359, liebenbergstrek, Parys, 9585, before **12h00 on 31 March 2026**. The tenders will be opened in public.

Technical/Services queries may be directed to the Chief Financial Officer

*A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023 and also with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Ngwathe Local Municipality where **80 points** will be allocated in respect of price and **20 points** in respect PPPFA level of contribution.*

#### **NB: Functionality will be used for evaluation criteria**

Tenderers must have the necessary skills, experience and capacity to perform the required work. Tenderers must have the necessary skills, experience and capacity to perform the required work. Only those tenderers/bidders/company's who score a minimum score of **80 points** in respect of the functionality criteria will proceed to the price and preference goals evaluation stage.

No awards will be made to a person:

- Who is in the service of the state,

- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state,
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

**The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):**

- **Certified copy of Identity document be attached - Compulsory**
- **Valid company tax clearance certificate be attached - Compulsory**
- **Certified copy of the company registration certificate / founding certificate must be attached - Compulsory**
- **Copy of company profile with clear references - Compulsory**
- **PPFA level (Attach copy of share certificate), and if applicable attach proof of disability**
- **Proof of CSD registration report/CSD number**
- **Valid letter of good standing (COIDA) must be attached**
- **Audited annual financial statements for the past 3 years for the Bid above R10m - Compulsory**
- **Copy of Professional Indemnity Insurance**
- **Current Municipal rates & taxes account for company - Compulsory**
  1. For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure;
  2. For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure;
- **Current Municipal rates & taxes information for the organizational directors to be attached and not in arrears for more than 90 days - Compulsory**
- **Lease agreement together municipal account of the Landlord - Compulsory**
- **All compulsory/ supplementary forms must be fully completed;**
- **For the briefing Session to be conducted; any queries must be directed to Managers/End Users;**
- **Failure to comply with the above-mentioned conditions may invalidate your bid.**

\_\_\_\_\_  
**DR FP MOTHAMAHA**  
**MUNICIPAL MANAGER**

\_\_\_\_\_  
**Date**

**INVITATION TO TENDER & TENDER DETAILS  
PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGWATHE LOCAL MUNICIPALITY</b>					
BID NUMBER:	NLM: FIN 03 (02/2026)	CLOSING DATE:	31 March 2026	CLOSING TIME:	12h00
DESCRIPTION	<b>APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **NGWATHE LOCAL MUNICIPALITY, PARYS, LIEBENBERGSTREK, 9585**

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	PROOF OF DISABILITY (IF APPLICABLE)		<input type="checkbox"/> Yes <input type="checkbox"/> No	

***A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023***

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Finance (SCM)	CONTACT PERSON	Mr Serame Phetoane
CONTACT PERSON	Richard Malumule	TELEPHONE NUMBER	056 816 2700
TELEPHONE NUMBER	056 816 2700	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	phetoanes@ngwathe.co.za
E-MAIL ADDRESS	<a href="mailto:richardm@ngwathe.co.za">richardm@ngwathe.co.za</a>		

**TERMS AND CONDITIONS FOR BIDDING  
PART B**

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

THIS BID IS SUBJECT TO THE NLM PREFERENTIAL PROCUREMENT POLICY FRAMEWORK EFFECTIVE FROM 02 MAY 2023 IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS THAT WAS PROMULGATED BY THE MINISTER OF FINANCE ON 04 NOVEMBER 2022 IN GOVERNMENT GAZETTE NO 47452.

1.3. , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**NLM: FIN 03 (02/2026)**

**APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990  
(ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE  
MUNICIPALITY FOR A PERIOD OF 5 YEARS**

1. Bidders who would participate in the compulsory briefing session must attend and will be held on **09 March 2026 (Monday) at 12h00**.
2. Bid documents will be available on the e-tender website and must be downloaded.
3. Sealed bid documents marked: **NLM: FIN 03 (02/2026) - APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS** must be placed in the bid box of the Municipal offices, Liebenbergstrek, Parys not later than **31 March 2026 @ 12h00**, where after the bids will be opened in public at the Municipal offices.
4. One sealed envelope containing **FUNTIONALITY AND PRICE** must be deposited in the box before the closing date and time.
5. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
6. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
7. Bidders will also be required to show compliance with the Preferential Procurement Policy.
8. All bids will be adjudicated based on the highest price offered above the market value.
9. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted.
- 10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).**
11. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).
12. Enquiries relating to this tender should be addressed to Mr Serame Phetoane @ 056 816 2700

**NGWATHE LOCAL MUNICIPALITY**

P.O. BOX 359

PARYS

9585

**GENERAL CONDITIONS OF CONTRACT  
(NOT TO BE ALTERED)**

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**Dated July 2010 as set out by the National Treasury: Republic of South Africa**  
**TABLE OF CLAUSES**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's delivery and/or performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. 2

## **2. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SPECIFICATIONS/TERMS OF REFERENCE

### **SCOPE OF WORK**

In general terms the services to be provided cover transactional banking services including, but not limited to, the provision of accounts and deposit facilities, electronic payment distribution and settlement, purchase card facilities and related account and transaction information services. Access to a branch network for paper and cash is also included in the services to be provided.

#### **1. PRIMARY BANK ACCOUNT SERVICES**

A primary bank account (as required by the MFMA), will be opened with the successful bidder. This account will be used for (but not limited to) the following transactions;

- a) Deposits of cash by all Ngwathe Local Municipality's cash collection points throughout the Municipality's areas; and transfers to other stakeholders
- b) Payment of creditors and service providers
- c) Payment of all payroll related matters
- d) Transfers to and from various investment accounts and other accounts
- e) Bank generated transactions
- f) Effective monitoring of fraudulent / suspicious / unusual activities

**The Ngwathe Local Municipality will require the opening of subsidiary accounts which must be linked to the primary account.**

- a) The banker must be able to identify all service fees on bank statements in order to enable the municipality to verify the charges for the different services fees charged.
- b) Cash deposit fees that will be charged for any deposits must be stated, fees charged for post-dated payments must be disclosed and any additional or unique features and the related costs must be stated.
- c) The interest rate payable must be disclosed both on credit and debit balance's.
- d) The banker's system must be able to handle a high volume of transactions. E.g. Electronic transfers, cash, etc.
- e) The banker must provide the municipality with monthly bank statements electronically and access to download bank statements.
- f) The identification of electronic transfers / deposits made to the municipality's account is the utmost importance.
- g) Referencing of deposits made against the municipality's account must be as per the municipal requirements, and the banker must have an electronic bank reconciliation facility.
- h) The banker must be able to supply the municipality with information pertaining to unidentifiable credits (or online details of the credits) on the account.
- i) The banker must provide competitive interest rates based on net cumulative daily balances.
- j) The banker must provide the municipality with total monthly fees of all the accounts.

#### **2. FINANCIAL MANAGEMENT**

In terms of section 62 (2) of the MFMA Act 56 of 2003, the Accounting Officer is responsible for all the bank accounts of the Ngwathe Local Municipality. In order to ensure that this requirement is met, the municipality requires its banking service provider to:

- a) Have a Relationship Manager based within the borders of Ngwathe Local Municipality and assign dedicated bank officials, client managers to handle the account, correspondence, arrangements, queries, etc.
- b) Provide consolidated reporting on all bank accounts to be held with the institution in the name of the municipality or its agent on a real-time basis.
- c) Provide daily electronic downloads of transactions to enable bank reconciliations to be performed electronically.
- d) Provide solutions that will enable the payment of casual / project workers using electronic transfers with immediate access to cash and limited involvement of municipal officials in the pay-out process.
- e) Provide, through a central point, an enquiry service that will allow for a 24-hour turnaround on all queries relating to transactions appearing on the bank statements.
- f) Provide overdraft facilities in accordance with section 45 of the MFMA. g) Facilitate electronic payroll facilities to all staff and payroll related third parties.
- h) Provide an integrated banking solution for payments and receipts that is cost effective and efficient.
- i) Provide necessary training for the municipality's staff on an ongoing basis.

### **3. REVENUE MANAGEMENT**

In terms of section 64 (2) (d) of the MFMA Act 56 of 2003, the Accounting Officer has a responsibility to ensure that all monies received by the municipality are promptly deposited into the bank account of the municipality. In order to ensure that this requirement is met, the municipality requires its banking service provider to:

- a) Provide cost effective collections and deposit facilities to the municipality so as to reduce current costs related to banking services.
- b) Provide deposit facilities (including drop safe facilities) throughout the municipality's area to accommodate daily deposits being made at the cash collection points.
- c) Provide additional pay points / electronic solutions for the payment of municipal accounts using the bank's infrastructure or third party locations and latest technology
- d) Identify, in consultation with the municipality, mechanisms to reduce cash handling, which mechanisms may include, but not limited to internet/ cellular telephone purchasing of prepaid services.
- e) Provide speed point facilities where needed.

### **4. OTHER SERVICES**

In addition to the core functions the municipality expects the successful bidder to provide the following services in respect of;

All prospective bidders should provide details of:

- ❖ Their current available Branch Network within the Ngwathe municipal boundaries.
- ❖ The current available ATM facilities within the municipal boundaries.
- ❖ Any other available banking facilities within the municipal boundaries.
- ❖ Guarantees should, if necessary be provided on behalf of the municipality.
- ❖ Audit Confirmation Letters / Certificate of Balance
- ❖ The banker must indicate any relevant additional services that can be provided.

### **5. TRANSITIONAL ARRANGEMENT**

It is envisaged that there will be a number of information technology and accounting issues that would have to be resolved which includes but may not be limited to the following:

- ❖ Integration of banking system files into the municipal financial management system.
- ❖ Closing off, reconciling and final closure of all existing bank accounts.
- ❖ Coordinate and manage transfer of direct deposits in order to avoid incorrect municipal accounts being used.
- ❖ Support an awareness campaign on the change of banks.
- ❖ The transfer of historic information available on the existing banking system All prospective bidders must include such transitional costs in their tender in order to allow for evaluation of price on an equitable basis.

### **6. SOCIAL RESPONSIBILITY**

All prospective bidders must demonstrate in their proposal how they:

- ❖ Currently contribute to social responsibility programmes.
- ❖ Intend to contribute to social responsibility programmes in partnership with the municipality during the course of the agreement.
- ❖ Intend to implement possible expansion plans to increase their coverage and availability to the outlying areas of the municipality.

**The service level agreement will incorporate the social responsibility programme as agreed upon between the municipality and the successful bidder.**

### **CONTRACT DURATION**

The Bidder must enclose its standard client service contract, which will be customised to the Municipality's requirements should the Bidder be awarded the contract.

The contract period will be five (5) years from date of appointment.

### **EVALUATION CRITERIA**

The bids will be evaluated on functionality, price as well as points allocated for PPPFA Status Level of Contributions.

## **PROPOSAL AND PROGRAM**

### **PROJECT MANAGEMENT PROPOSAL**

A brief description of your proposal as to how the project management of the above services will be conducted.

In order to aid in the evaluation of the proposals, Tenderers are instructed to ensure that proposal contains at least the following information:

a) Managerial Team

- Names
- Experience in years
- Qualifications
- Registration information
- Position in the company
- Position in this project

(b) Technical experience of each member of the project management team on similar projects.

(c) Managerial experience of each member of the project management team on similar projects.

(d) Managerial protocols This section shall provide:

- i) A detail description of how this project will be managed; and
- ii) Management communication lines

## FUNCTIONALITY

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Tenderer is registered on the Central Supplier Database
2. Tenderer is qualified and professionally registered for the service to be provided
3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project

Only those tenderers who score a minimum score of **80 points** in respect of the following functionality criteria will proceed to the price and PPPFA level scoring.

<i>Scoring of functionality</i>	<b>Maximum number of tender evaluation points</b>
<p><b>COMPANY EXPERIENCE:</b></p> <p>Demonstrate a track of records of similar work within Local government sector which is compatible to the municipal financial system (<b>Solar</b>).</p> <ul style="list-style-type: none"> <li>- 0 years experience = 0 points</li> <li>- 3-5 years experience = 20 points</li> <li>- 6-7 years experience = 30 points</li> <li>- 8 years and above experience = 40 points</li> </ul> <p><b>Attach appointment letters on letterhead of the institutions.</b></p>	40
<p><b>KEY PERSONNEL:</b></p> <p>Relationship manager with similar experience within local government sector:</p> <ul style="list-style-type: none"> <li>- 0 year experience = 0 points</li> <li>- 3-5 years of experience = 5 points</li> <li>- 6-7 years = 10 points</li> <li>- 8 years and above = 20 points</li> </ul> <p><b>Attach CV, certified qualifications &amp; ID document of the above key personnel</b></p>	20
<p><b>CORPORATE SOCIAL RESPONSIBILITY:</b></p> <p>The bidder will have to demonstrate and provide the proposal of the programme undertaken within the jurisdiction of Ngwathe Local Municipality.</p> <ul style="list-style-type: none"> <li>- 0 programme &amp; Proposal = 0 points</li> <li>- 6-10 programmes &amp; Proposal = 5 points</li> <li>- 11-20 programmes &amp; Proposal = 10 points</li> <li>- 21 programmes and more &amp; Proposal = 20 points</li> </ul>	20
<p><b>Methodology and Project Plan should include:</b></p> <p>a) Methodology and plan must meet all criterias mentioned under the scope of work, and b) A proposed skills transfer plan to NLM staff</p> <ul style="list-style-type: none"> <li>• Methodology and Project Plan meet scope of work = 20 points</li> <li>• Methodology and Project Plan partially meets scope of work = 10 points</li> <li>• Methodology and Project Plan does not meet scope of work = 0 points</li> </ul>	20
<b>Minimum total evaluation points for quality points</b>	<b>80</b>
<b>Total points</b>	<b>100</b>

## PRICING SCHEDULE

### PRICING INSTRUCTION

Bidders are requested to quote firm prices effective. Separate prices must be quoted for each of the services set out on the Pricing Table of the bid document. Dates of future annual reviews must be indicated. Any future increase in these prices, if applicable, during the duration of the contract period should be linked to Statistics South Africa CPIX index.

The Bidders must advise the basis on which they would escalate prices in the future.

All prices quoted shall be VAT exclusive.

NB: 1. The Bidder may include any additional costs that have not been included in the pricing table. PRICING SCHEDULE

NO.	PRODUCTS / SERVICES REQUIRED	RATE ONLY (VAT EXCL.)
	<b>MANAGEMENT OF CASH</b>	
1	Cash deposit fee - bulk cash Cash handling fee – branch	
2	Cash protector fees	
3	Cash deposit errors	
4	Outward Unpaid Inward Unpaid	
5	Providing copies of deposit slips/ statements	
6	Direct on-line enquiry facility	
7	Enhanced Deposit Identifier on deposits made over the counter at the bank	
8	Imaging of deposits slips · Electronically on daily basis · On CD at intervals to be agreed upon	
	<b>OTHER SERVICES</b>	
9	Audit confirmation letters/ certificates	
10	Returned/ disputed debit order	
11	Dedicated support team	
12	Debit/ Credit card facility	
	<b>OVERDRAFT FACILITY &amp; INTEREST RATES</b>	
13	Debit Interest Rate on Normal Acc Credit Interest Rate on Normal Acc Relationship to prime overdraft rate	
14	Overnight Call facility	
15	Interest paid out at month-end	
	<b>REPORTING, AUDIT TRAILS AND QUERIES</b>	
16	Daily and monthly cash management reports and Statements	
17	Hard copies of historic information requested	
18	Downloading of electronic payments into file Format	
19	Deposit error corrections reported within 48 hours	
	<b>ELECTRONIC BANKING SERVICES</b>	
20	Direct on-line balance enquiry	
21	Direct on-line cash management facility	
22	Direct on-line statement enquiry	

23	Direct on-line reversal of stop payment	
24	Direct on-line, real-time browsing facility	
25	Historic bank statements supplied electronically	
26	Facility to download bank statements	
27	Audit trail of electronic transfers in/ deposits	
28	Direct on-line facility to capture bank transfers	
29	Electronic direct debit facility	
30	On line direct debit rejections	
	<b>ELECTRONIC FUNDS TRANSFER (EFT)</b>	
31	EFT payments to effect investments with financial institutions · transfer to Bidder's bank · transfer to Agent bank	
32	EFT facility to effect salary payments · transfer to Bidder's bank · transfer to Agent bank · recall of transfer · late recalls · return of unpaid items · copies of payment reports · transaction tracing	
33	EFT recall to stop payment of salary payments	
34	EFT audit trail of all unpaid salaries	
35	EFT service to facilitate the creation of bulk payments or collections for importing and release	
36	Create payments on-line	
37	Single debit or single credit entry on bank Statement	
	<b>PRODUCTS / SERVICES REQUIRED</b>	
38	Release EFT payments for a future date	
39	Interim audit reports before action date	
40	Final audit report after payment is released	
41	Verification and validation of suppliers/ creditors branch and account numbers · Tenderer's bank · Agent bank	
42	Segregation of duties for EFT payments	
43	EFT Payments · Two and five day service · One day service · Same day service	
44	Compatibility of software	
45	Secure environment with encryption	
46	'Host-to-Host' facility · all windows operating system	
47	A dedicated support team to maintain and service EFT requirements of the Municipality	
48	Back up computer facilities	
49	SMS and E-mail notification	
	<b>ELECTRONIC FOREIGN PAYMENTS</b>	
50	Facility to process foreign payments electronically	
51	The facility must be accessible on the SINGLE Platform	
	<b>GENERAL</b>	
52	Issuing of guarantees	
53	Letters of credit/ forward cover/ foreign currency	

54	Business credit/ petrol/ toll card facility	
55	Economic advice/ forecasting	
56	Custodial services	
57	On Site Drop Deposit Machines	
58	Monthly service fee <ul style="list-style-type: none"> <li>• Current/Cheque Acc</li> <li>• Call Acc</li> </ul> Other	
59	Management of Debit Orders <ul style="list-style-type: none"> <li>• Establish</li> <li>• Amend</li> </ul> Cancel	
	<b>TOTAL (VAT EXCL.)</b>	
	<b>VAT @ 15%</b>	
	<b>TOTAL (VAT INCL.)</b>	

NOTE:

1. Price will be fixed for the first year only, therefore the tenderer must indicate by how much percentage prices will increase in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year.
2. Prices must include 15% VAT

YEAR 1	YEAR 2	YEAR 3
<b>Fixed for the first 12 months</b>	.....	.....
	YEAR 4	YEAR 5
	.....	.....

**NOTE: Price given must be based on the CPIX + escalation percentage.**

## COMPANY INFORMATION

COMPANY NAME : \_\_\_\_\_

FULL NAME AND SURNAME : \_\_\_\_\_

OF THE BIDDER ADDRESS : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

EMAIL ADDRESS : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?  If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		

3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“<sup>1</sup> In the service of the state” means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>“<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

**4. Full details of directors / trustees / members / shareholders**

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10-MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

**For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

## CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed /**not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) PPPFA Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
PPPFA STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of Share certificate for PPPFA Status level of contributor together with the bid, will be interpreted to mean that preference points for PPPFA status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



4. **POINTS AWARDED FOR PPPFA STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 2022 Preferential Procurement Policy Framework Act, points status level of contribution in accordance with the table below:

PPPFA Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
Historically disadvantage individual	5	10
Locality	5	10
Non-compliant contributor	0	0

5. **BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **PPPFA STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 PPPFA Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of PPPFA status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The PPPFA status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the PPPFA status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the PPPFA status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## MBD 7.2

### CONTRACT FORM - RENDERING OF SERVICES

***THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.***

#### **PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

- I hereby undertake to render the services as described in the attached bidding documents to Ngwathe Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **NLM: FIN 03 (02/2026)** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
    - 2.1 Bidding documents, viz
      - Invitation to bid;
      - Tax clearance certificate;
      - Pricing schedule(s);
      - Filled in task directive/proposal;
      - Preference claims for Preferential Procurement Policy Framework Act Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
      - Declaration of interest;
      - Declaration of Bidder's past SCM practices;
      - Certificate of Independent Bid Determination;
      - Special Conditions of Contract;
      - Service Level Agreement
    - 1.2 General Conditions of Contract;
    - 1.3 Other (specify)
  2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

5. I confirm that I am duly authorized to sign this contract.

<b>SIGNED AT</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>NAME AND CAPACITY</b>
<b>WITNESSES: (SIGNATURE)</b>	<b>DATE</b>
1.	
2.	

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)**

I \_\_\_\_\_ in my capacity  
as \_\_\_\_\_ accept your bid under  
reference number \_\_\_\_\_ dated \_\_\_\_\_  
for the rendering of services hereunder and/or further specified in the annexures.

- 1. An official order indicating service delivery instructions is forthcoming.
- 2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	PPPFA STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (IF APPLICABLE)

4. I confirm that I am duly authorized to sign this contract.

<b>SIGNED AT</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>NAME AND CAPACITY</b>
<b>WITNESSES: (SIGNATURE)</b>	<b>OFFICIAL STAMP</b>
1.	
2.	

## MBD 8

### DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2 been convicted for fraud or corruption during the past five years;
  - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

### **CERTIFICATION**

**I, the undersigned certify that the information furnished on this declaration form true and correct.**

**I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup>Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
  - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
  - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**APPOINTMENT OF A BANK REGISTERED IN TERMS OF THE BANK ACT 1990 (ACT NO. 94 OF 1990) TO SUPPLY BANKING SERVICES TO THE MUNICIPALITY FOR A PERIOD OF 5 YEARS**

in response to the invitation for the bid made by:

**NGWATHE LOCAL MUNICIPALITY**

**NAME OF MUNICIPALITY / MUNICIPAL ENTITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

**NAME OF REPRESENTATIVE**

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. Has been requested to submit a bid in response to this bid invitation;
  - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - 7.1 Prices;
    - 7.2 Geographical area where product or service will be rendered (market allocation);
    - 7.3 Methods, factors or formulas used to calculate prices;
    - 7.4 The intention or decision to submit or not to submit a bid;
    - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid;  
or
    - 7.6 Bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- <sup>3</sup> **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**FUNCTIONALITY SCORE SHEET**

**The bidder must score at least 80 out of 100 to be considered for a work assignment**

